

1 Jonathan M. Kaplan, SBN 154321  
2 The Law Offices of Jonathan M. Kaplan  
2502 Stevens Creek Blvd.  
3 San Jose, California 95128-1654  
Telephone: (408) 283-9900  
Fax: (408) 283-9906

\*\*E-filed 3/1/06\*\*

4 Attorney for Defendant  
5 Seoria Signars Lema

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8 UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION

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12 SUN MIRCROSYSTEMS, INC.; SUN ) Case No. 5:04-cv-04968-JF  
13 MICROSYSTEMS, INC. TAX DEFERRED )  
14 RETIREMENT SAVINGS PLAN, )  
15 Plaintiffs, ) **REQUEST FOR DISTRIBUTION**  
16 vs. ) **OF FUNDS; PROPOSED ORDER**  
17 SEORIA SIGNARS LEMA; MICHAEL- )  
18 ANTHONY LAWRENCE LEMA; DAVID )  
19 THOMAS LEMA; GABRIELLE LYNN )  
20 LEMA; PAUL PHILLIP LEMA; PAULA )  
21 SARAH LEMA; and TOMICA ANN )  
22 PARHAM-LEMA, )  
23 Defendants. )

24 **REQUEST FOR DISTRIBUTION OF FUNDS**

25 1. On November 2, 2005, Plaintiffs deposited with this honorable Court a check in the amount  
26 of \$118,953.60 (the "Interpledged Funds"). Such amount represented the amount of benefits  
27 standing in the account of Michael H. Lema under the Sun Microsystems, Inc. Tax Deferred  
28 Retirement Saving Account, less \$11,152.46 in attorneys fees previously assessed by this Honorable  
Court against the Interpledged Funds.

2. On February 2, 2006, this Honorable Court issued its order granting summary judgment in favor of Seaoria Singars Lema (“Seaoria”), declaring Seaoria the sole beneficiary of the Interpleaded Funds. Also on February 2, 2006, this Honorable Court entered judgment in favor of Seaoria in accordance with its order granting summary judgment in Seaoria’s favor.

3. On February 22, 2006, Loren Nizinski, attorney for defendants David Thomas Lema, Gabrielle Lyn Lema, Paul Phillip Lema, Paula Sarah Lema and Tomica Ann Parham-Lema (the "Other Defendants") and Jonathan Kaplan, attorney for Seaoria executed an agreement (attached hereto as Exhibit "A") whereby the Other Defendants relinquished their right to appeal the Court's order and judgment in favor of Seaoria in exchange for Seaoria relinquishing her right to move for costs and attorneys' fees in this action.

WHEREFORE, Defendant Seaoria Signars Lema respectfully prays:

1. That this Honorable Court issue a check in the full amount of the Interpleaded Funds now remaining with the Court to Seaoria Signars Lema in care of her attorney, Jonathan M. Kaplan, 2502 Stevens Creek Blvd., San Jose, CA 95128.

Dated: 2/28/06

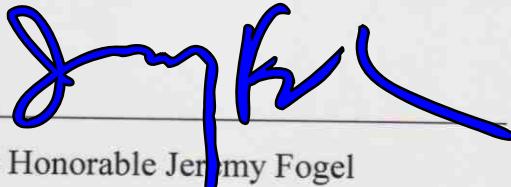
By: JONATHAN M. KAPLAN  
Attorney for Defendant Seaoria Signars Lema

1  
2 **PROPOSED ORDER**  
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4 "The Court hereby orders:

5 Pursuant to the Court's order dated February 2, 2006, all funds currently held by the  
6 Court in the matter of Sun Microsystems, Inc. v. Lema, Case No. 5:04-cv-04968-JF, be  
7 distributed to Defendant Seaoria Signars Lema.

8 Dated: March 1, 2006

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12 The Honorable Jeremy Fogel  
13 U.S. District Court Judge  
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## **EXHIBIT A**

The Law Office of  
Jonathan M. Kaplan  
2502 Stevens Creek Boulevard  
San Jose, California 95128  
Phone 408-283-9900 • Fax 408-283-9906

February 22, 2006

Loren Nizinski, Esq.  
14622 Victory Boulevard, Second Floor  
Van Nuys, California 91411

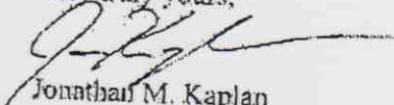
Dear Mr. Nizinski:

This letter is to confirm the following agreement between the parties: In exchange for Seaoria Signars Lema relinquishing her right to move for attorney's fees and costs in the matter styled Sun Microsystems, Inc., v. Seaoria Signars Lema, et. al., Case No. 5:04-cv-04968-JF, your clients, David Thomas Lema, Gabrielle Lynn Lema, Paul Phillip Lema, Paula Sarah Lema and Tomica Ann Parham-Lema agree to relinquish their right to appeal Judge Fogel's Order (1) granting motion for summary judgment of Seaoria Signars Lema, and (2) denying cross-motion of David Thomas Lema, Gabrielle Lyn Lema, Paul Phillip Lema, Paula Sarah Lema, and Tomica Ann Parham-Lema and Judge Fogel's entry of Judgment dated February 2, 2006.

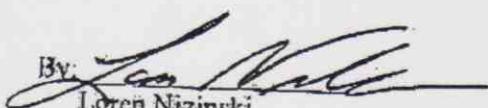
If the foregoing accurately reflects your understanding of the agreement, please sign and date where indicated below.

It has truly been a pleasure working with you on this matter and I look forward to doing so again in the future.

Very truly yours,

  
Jonathan M. Kaplan

Understood and agreed:

By:   
Loren Nizinski

Date: 2/22/06